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CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

10 KRISTEN L. CALLAHAN, Case No.

11 Plaintiff,

12 v.

13 EQUIFAX INFORMATION SERVICES, LLC,  
14 CSC CREDIT SERVICES ( now part of Equifax  
15 Information Services, LLC), TRANS UNION  
16 LLC, SUNTRUST MORTGAGE, INC., RKE  
17 VALLEY FED CREDIT UNION, and GE  
18 CAPITAL RETAIL BANK

Defendant.

CV 13 2181  
COMPLAINT

(Fair Credit Reporting Act)

DEMAND FOR JURY TRIAL

19 PRELIMINARY STATEMENT

20 1. This is an action for damages brought by an individual consumer, Kristen L.  
21 Callahan, against Equifax Information Services, LLC, CSC Credit Services, Trans Union LLC,  
22 SunTrust Mortgage, Inc., RKE Valley Federal Credit Union and GE Capital Retail Bank for  
23 violations of the Fair Credit Reporting Act (hereinafter the "FCRA"), 15 U.S.C. § 1681, *et seq.*

1 THE PARTIES  
23 2. Plaintiff Kristen L. Callahan (“plaintiff”) is a consumer as defined by the Fair  
4 Credit Reporting Act, 15 USC §1681a(c).  
56 3. Defendant Equifax Information Services LLC (“Equifax”) is a consumer  
7 reporting agency or “CRA” as defined by the FCRA, 15 USC § 1681a(f). Equifax is a  
8 business entity that regularly conducts business in this district.  
910 4. Defendant CSC Credit Services (“CSC”) was a consumer reporting agency as  
11 defined by the FCRA, 15 USC § 1681a(f). CSC was a business entity that regularly conducted  
12 business in this district. Plaintiff is informed and believes that CSC recently was acquired by  
13 Equifax and that it is now part of Equifax so that Equifax is financially responsible for  
14 damages caused by to plaintiff CSC’s FCRA violations.  
1516 5. Defendant Trans Union LLC (“Trans Union”) is a consumer reporting agency  
17 as defined by the FCRA, 15 USC § 1681a(f). Trans Union is a business entity that regularly  
18 conducts business in this district.  
1920 6. Equifax, CSC and Trans Union are referred to collectively herein as the CRA  
21 defendants.  
2223 7. Sun Trust Mortgage, Inc. (“Sun Trust”) is a mortgage lender that is  
24 headquartered in Richmond, Virginia and that regularly does business in California. Sun  
25 Trust is licensed by California’s Department of Corporations under the California Residential  
26 Mortgage Lending Act. Sun Trust furnishes consumer credit information to the CRA  
27 defendants.  
2829 8. RKE Valley Fed Credit Union (“RKE”) is a credit union that is headquartered  
30 in Virginia. RKE furnishes consumer credit information to the CRA defendants.  
31

9. GE Capital Retail Bank (“GECRB”) is a federal savings bank that is headquartered in Utah. GECRB regularly does business in this district. GECRB furnishes consumer credit information to the CRA defendants.

10. Sun Trust, RKE and GECRB are referred to collectively herein as the furnisher defendants.

## JURISDICTION AND VENUE

11. The court has jurisdiction under 15 USC §1681p and 28 USC § 1331 and supplemental jurisdiction for the state law claims pursuant to 28 U.S.C § 1376.

12. Venue lies properly in this district pursuant to 28 U.S.C. § 1391(b).

## FACTUAL ALLEGATIONS

13. Each CRA defendant has been reporting inaccurate information about plaintiff and plaintiff's credit history to third parties from at least June 2011.

14. The inaccurate information that the CRA defendants have been reporting reflects negatively upon plaintiff and her credit worthiness.

15. The inaccurate credit information that the CRA defendants have been reporting has prevented plaintiff from obtaining credit.

16. Each CRA defendant has mixed another consumer's information into its credit reports on plaintiff.

17. Each CRA defendant failed to follow reasonable procedures to assure maximum possible accuracy of the information they placed in their files concerning plaintiff and, as a result, they created credit reports on plaintiff that included information about the credit accounts and history of people who are wholly unrelated to plaintiff and whose information should never have been included on plaintiff's credit report.

1       18.   Equifax, CSC and Trans Union have long histories of problems with mixed  
2 files. Each of those CRAs has been sued previously by consumers for mixing their  
3 information with the information that relates to other, different consumers. Plaintiff is  
4 informed and believes that some of the CRA defendants entered into settlements with the  
5 Federal Trade Commission and agreed to take steps to prevent the mixing of consumer files,  
6 but nonetheless they continue to mix the information of various consumers in the credit  
7 reports they sell to credit grantors and fail to take appropriate steps to prevent this from  
8 occurring.

9  
10     19.   Plaintiff has disputed the inaccurate information that each CRA has in its credit  
11 reports concerning plaintiff.

12  
13     20.   Plaintiff has followed the procedures established by the CRA defendants for  
14 disputing inaccurate information in her credit report.

15  
16     21.   After receiving plaintiff's dispute notifications, each CRA defendant failed to  
properly reinvestigate the information in its credit file on plaintiff.

17  
18     22.   After being notified of the inaccuracies in its credit reports on plaintiff,  
Equifax furnished a credit report containing the same inaccurate information to a credit  
19 grantor.

20  
21     23.   After being notified of the inaccuracies in its credit reports on plaintiff, CSC  
furnished a credit report containing the same inaccurate information to a credit grantor.

22  
23     24.   After being notified of the inaccuracies in its credit reports on plaintiff, Trans  
Union furnished a credit report containing the same inaccurate information to a credit grantor.

24  
25     25.   Under the FCRA, when a consumer reporting agency receives notice of a  
dispute from a consumer, the CRA is required to notify the person or company that furnished

1 the information of the dispute. The CRA's notice must include "all relevant information  
2 regarding the dispute that the agency has received from the consumer...." Plaintiff is  
3 informed and believes that each CRA defendant violated this duty by failing to provide the  
4 furnishers of the disputed information with all relevant information that plaintiff had provided  
5 to the CRAs.

6  
7 26. Plaintiff is informed and believes that the furnisher defendants were notified by  
8 the CRA defendants that plaintiff was disputing information that they were reporting to the  
9 CRAs.

10  
11 27. Plaintiff is informed and believes that each furnisher defendant continued to  
12 report inaccurate information about plaintiff to the CRA defendants after that furnisher had  
13 been notified about plaintiff's dispute.

**FIRST CLAIM FOR RELIEF**

Negligent Noncompliance with FCRA by the CRA defendants

14  
15 28. Plaintiff incorporates by reference paragraphs 1 through 27.

16  
17 29. Equifax, CSC and Trans Union negligently violated the FCRA by

18  
19 a. failing to follow reasonable procedures to assure maximum possible  
accuracy of the information in reports concerning plaintiff, 15 USC § 1681e(b);

20  
21 b. failing to follow reasonable procedures to limit the furnishing of  
consumer reports to the purposes listed under section 1681b of the FCRA, 15 USC §§  
22  
1681b and 1681e(a);

23  
24 c. failing to comply with the requirements of 15 USC § 1681i.

25  
26 30. As a result of each CRA defendant's failure to comply with the requirements  
of FCRA, plaintiff has suffered and continues to suffer actual damages, including economic  
27 loss, lost opportunity to receive credit, damage to reputation, invasion of privacy, interference

1 with her normal and usual activities, emotional distress, anger, frustration, humiliation,  
2 anxiety, fear, worry and related physical injuries, for which plaintiff seeks damages in an  
3 amount to be determined by the jury.

31. Plaintiff requests attorney fees pursuant to 15 USC § 1681o(a).

## **SECOND CLAIM FOR RELIEF**

## Willful Noncompliance with FCRA by the CRA defendants

32. Plaintiff incorporates by reference paragraphs 1 through 27.

33. Equifax, CSC and Trans Union willfully failed to comply with the requirements of FCRA by:

- a. failing to follow reasonable procedures to assure maximum possible accuracy of the information in reports concerning plaintiff, 15 USC § 1681e(b);
- b. failing to follow reasonable procedures to limit the furnishing of consumer reports to the purposes listed under section 1681b of the FCRA, 15 USC §§ 1681b and 1681e(a);
- c. failing to comply with the requirements of 15 USC § 1681i.

34. As a result of each CRA defendant's willful failure to comply with the requirements of FCRA, plaintiff has suffered and continues to suffer actual damages, including economic loss, lost opportunity to receive credit, damage to reputation, invasion of privacy, interference with her normal and usual activities, emotional distress, anger, frustration, humiliation, anxiety, fear, worry and related physical injuries, for which plaintiff seeks damages in an amount to be determined by the jury. Plaintiff also seeks statutory and punitive damages in amounts to be determined by the jury.

35. Plaintiff requests attorney fees pursuant to 15 USC § 1681n(a).

**THIRD CLAIM FOR RELIEF**

## Negligent Noncompliance with FCRA by the Furnisher defendants

36. Plaintiff incorporates by reference paragraphs 1 through 27.

37. Sun Trust Mortgage, RKE Valley Federal Credit Union and GE Capital Retail negligently violated the FCRA by failing to properly investigate and report the disputed information as required by the FCRA, § 1681s-2(b)(1)(A) through 1681s-2(b)(1)(E).

38. As a result of each furnisher defendant's failure to comply with the requirements of FCRA, plaintiff has suffered and continues to suffer actual damages, including economic loss, lost opportunity to receive credit, damage to reputation, invasion of privacy, interference with her normal and usual activities, emotional distress, anger, frustration, humiliation, anxiety, fear, worry and related physical injuries, for which plaintiff seeks damages in an amount to be determined by the jury.

## **FOURTH CLAIM FOR RELIEF**

## Willful Noncompliance with FCRA by the Furnisher defendants

39. Plaintiff incorporates by reference paragraphs 1 through 21.

40. Sun Trust Mortgage, RKE Valley Federal Credit Union and GE Capital Retail willfully violated the FCRA by failing to properly investigate and report the disputed information as required by the FCRA, § 1681s-2(b)(1)(A) through 1681s-2(b)(1)(E).

41. As a result of each furnisher defendant's willful failure to comply with the requirements of FCRA, plaintiff has suffered and continues to suffer actual damages, including economic loss, lost opportunity to receive credit, damage to reputation, invasion of privacy, interference with her normal and usual activities, emotional distress, anger, frustration, humiliation, anxiety, fear, worry and related physical injuries, for which plaintiff

1 seeks damages in an amount to be determined by the jury. Plaintiff also seeks statutory and  
2 punitive damages in amounts to be determined by the jury

3 **PRAYER**

4 WHEREFORE, plaintiff prays for judgment against each defendant as follows:

5 On the First and Third Claims for Relief:

6 1. Actual damages to be determined by the jury; and  
7 2. Attorney fees and costs.

8 On the Second and Fourth Claims for Relief:

9 1. Actual damages to be determined by the jury;  
10 2. Statutory and punitive damages to be determined by the jury; and  
11 3. Attorney fees and costs.

12 Dated: May 10, 2013

13 ANDERSON, OGILVIE & BREWER LLP

14 By Andrew J. Ogilvie  
15 Andrew J. Ogilvie  
16 Attorney for Plaintiff Kristen L. Callahan

17

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff demands a trial by jury on all issues.

20 Dated: May 10, 2013

21 ANDERSON, OGILVIE & BREWER LLP

22 By Andrew J. Ogilvie  
23 Andrew J. Ogilvie  
24 Attorney for Plaintiff Kristen L. Callahan